



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER:

TITLE OF PROJECT: APPOINTMENT OF A BUILDING MAINTENANCE CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF BUILDING INFRASTRUCTURE “AS AND WHEN IS REQUIRED” FOR A PERIOD OF 60 MONTHS AT KIMBERLEY AIRPORT

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at Kimberley Airport

(Registration Number : 1993/004149/30)

and

(Registration Number : _____)

Contents:

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C1.1 Forms of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for the

APPOINTMENT OF A BUILDING MAINTENANCE CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF BUILDING INFRASTRUCTURE “AS AND WHEN IS REQUIRED” FOR A PERIOD OF 60 MONTHS AT KIMBERLEY AIRPORT

The Contractor, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

By the representative of the Contractor, deemed to be duly authorised, signing this part of this form of offer and acceptance, the Contractor offers to perform all the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The total offered amount due inclusive of VAT is	
(in words)	

(The above amount should be calculated as per the guide provided in the Pricing Data [Subtotal E]. In the event of any conflict between the amount above and the Pricing Data [Subtotal E], the former shall prevail.)

for the Contractor

Signature Date

Name Capacity

(Name and address of organisation)

.....

Name and signature of witness signature

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the Contractor in the conditions of contract identified in the contract data.

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the Contractor's offer. In consideration thereof, the employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Contractor's offer shall form an agreement between the employer and the Contractor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
 - Part C2: Pricing data and Price List
 - Part C3: Service information.
 - Part C4: Site information
- and schedules, drawings and documents or parts thereof where so indicated.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Contractor shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

for the Employer

Signature Date

Name Capacity

**Airports Company South Africa,
Western Precinct Aviation Park
O.R. Tambo International Airport
Kempton Park
Johannesburg
1632**

Name of witness signature

Schedule of Deviations

1 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
2 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
3 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
4 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
5 Subject .....	.....
Details .....	.....
.....	
.....	

By the duly authorised representatives signing this agreement, the employer and the Contractor agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2 Contract Data

Precedence in interpretation of the contract:

In the event of any ambiguity, inconsistency or conflict between the General Conditions of Contract, Special Conditions, Pricing Data, Service information, or other, the order of precedence shall be as follows:

Firstly, the Service information (C3) and Annexes thereto shall prevail;

Secondly the Contract Data (C1.2) and Conditions of Contract;

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

Lastly any schedules, drawings and other documents included with this agreement.

General Conditions of Contract

The General Conditions of Contract comprise the NEC3 Term Service Contract, April 2013, published by the NEC, and the following "Particular Conditions", which include amendments and additions to such General Conditions.

The following Particular Conditions amplify the General Conditions of Contract and highlight areas in that document that require specific attention.

Wherein in the contract it is stated no contract data is required accordingly the *conditions of contract* remain unaltered as per NEC3 Term Service Contract, April 2013.

C1.2a - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of Liability (as amended in Option Z)
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Airports Company South Africa, Western Precinct Aviation Park O.R. Tambo International Airport Kempton Park Johannesburg 1632
	Tel No.	011 723 1400
10.1	The <i>Service Manager</i> is:	Kimberley Airport
	Address	Kimberley Airport Comp Patterson Rd Diskobolos Kimberley 8301

	Tel No.	053 830 7134
	e-mail	TBC
11.2(2)	The <i>Affected Property</i> is	Kimberley Airport
11.2(13)	The <i>service</i> is	General Building Maintenance as more fully set out in section C3 <i>Service Information</i>.
11.2(14)	The following matters will be included in the Risk Register	1 Risk of financial loss and/or injury of 3rd parties due to the proximity of the service (or of persons providing the service) to all airport users 2
11.2(15)	The <i>Service Information</i> is in	Part C3 of this contract
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	8 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	Upon signing of the Contract by ACSA/ The Employer
30.2	The <i>Service Period</i> is	60 Months after the start date
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	between the 1st and 15th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days

51.4	The <i>interest rate</i> is	(i) 0.00 percent above the publicly quoted prime rate of interest charged by Nedbank Bank for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies
6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	(i) Insurance against loss of or damage to the <i>services</i> , Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and (ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract; Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.5 to the <i>contract</i> ("the Insurance Schedule").
83.1	The <i>Contractor</i> provides these additional insurances	Professional Indemnity Insurance Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 to the <i>contract</i> .
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these additional insurances	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	Refer to section C1.5 Insurance Schedule

83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Refer to section C1.5 Insurance Schedule
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.

11 Data for Option W1

W1.1 The *Adjudicator* is **The person appointed jointly by the parties from the list of adjudicators contained below**

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 ryneke@duma.nokwe.co.za

	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Johannesburg Advocate's Bar Council or its successor body	
W1.4(2)	The <i>tribunal</i> is:	arbitration	
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body	
	The place where arbitration is to be held is	Johannesburg, South Africa	
	The person or organization who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body	
12	Data for secondary Option		
X1	Price Adjustment for inflation	Not applicable to this contract	
X2	Changes in the law	No data is required for this secondary Option	
X17	Low service damages	As per the Service Information (C3) – Annex G section 6	
X17.1	The <i>service level table</i> is in	The Service Information, Annex I	
X18	Limitation of liability		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Total of the losses incurred and/or repairs to the damages caused	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	Total of the losses incurred and/or repairs to the damages caused	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: - Loss of or damage to the Employer's property, - Defects liability,	

- Insurance liability to the extent of the Contractor's risks
- death of or injury to a person;
infringement of an intellectual property right

X18.5 The *end of liability date* is

As per the *Prescription Act*.

X19 Task Order

X19.5 The *Contractor* submits a Task Order programme to the *Service Manager* within

5 days of receiving the Task Order

Z(A): The Additional conditions of contract are: Z1-Z19

Amendments to the Core Clauses	
Z1	Interpretation of the law
Z1.1	Add to core clause 12.3: Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	Providing the Service: Delete core clause 20.1 and replace with the following:
Z2.1	The <i>Contractor</i> provides the <i>service</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>service</i> , when complete, shall be fit for their intended purpose.
Z3.	Other responsibilities: add the following at the end of core clause 27:
Z3.1	The <i>Contractor</i> shall have satisfied himself, prior to the <i>starting date</i> , as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the <i>starting date</i> .
Z3.2	The <i>Contractor</i> shall be responsible for the correct setting out or carrying out of the <i>service</i> in accordance with the original points, lines and levels stated in the <i>Service Information</i> or notified by the <i>Service Manager</i> . Any errors in the setting or carrying out of the <i>service</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
Z4.	Termination
Z4.1	Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
Z5.	Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:
Z5.1	If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence: • The additional conditions of contract under these Z clauses • The conditions of contract and • The other documents.
Z5.2	The <i>Service Manager</i> or the <i>Contractor</i> notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The <i>Service Manager</i> gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.
Z6.	Payment: Add the following at the end of core clause 51:
	51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

- 51.5** The Employer is entitled to deduct from or set off against any money due to the Contractor
- any sum due to the Employer from the Contractor or
 - any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

Amendment to the Secondary Option Clauses

Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:

Z7.1 A change in law is defined as:

Z7.1.1 the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

Z7.1.2 any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

Z8. Performance Bond: The following amendments are made to clause X13:

Z8.1. Amend the first sentence of clause X13.1 to read as follows: The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Section C1.4 of this Contract Data.

Z8.2. Add the following new clause as Option X13.2: The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor extends* the validity of the performance bond until the end of the *service period*. If the *Contractor fails* to so extend the validity of the performance bond, the *Employer may claim* the full amount of the performance bond and retain the proceeds as cash security

Z9. Limitation of liability: Insert the following new clause as Option X18.6:

Z8.1 The *Employer's liability* to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

Z8.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

Additional Z Clauses

Z10. Cession, delegation and assignment

Z10.1. The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.

Z10.2. The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z11. Joint and several liability

Z11.1. If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.

Z11.2. The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.

Z11.3. The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z12. Ethics

Z12.1. The *Contractor* undertakes:

Z12.1.1. not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z12.1.2. to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z12.2. The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z12.3. If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.

Z13. Confidentiality

Z13.1. All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.

Z13.2. If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.

Z13.3. This undertaking shall not apply to –

Z13.3.1. information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z13.3.2. information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

- Z13.3.3.** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14. *Employer's Step-in rights***
- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 4 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the Employer exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2.** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.
- Z15. *Liens and Encumbrances***
- Z15.1.** The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
- Z16. *Intellectual Property***
- Z15.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service or the Affected Property*.
- Z15.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality

undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

- Z15.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z15.5.1** the *Contractor’s* service;
- Z15.5.2** the use of the *Contractor’s* Equipment, or
- Z15.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z15.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z17. Dispute resolution: The following amendments are made to Option W1:**
- Z16.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”:** “excluding disputes relating to termination of the contract”.
- Z16.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z16.2.1** “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
- Z16.2.2** “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4.”
- Z17 Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z18 Safety**
- Z18.1** The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z18.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the Contractor agrees to the following:
- Z18.2.1** As part of the contract the *Contractor* acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
- Z18.2.2** The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.

- Z18.3** The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.
- Z18.4 Any availability less than 80% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.

C1.2 b - DATA PROVIDED BY THE *CONTRACTOR*

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Resource Proposal (Annex F)
1	SITE MANAGER	
	Name:	
	Qualifications relevant to this contract	
	Experience	
2	Position:	
	Name:	
	Qualifications relevant to this contract	

Experience

3

Position:

Name:

Qualifications relevant to this contract

Experience

4

Position:

Name:

Qualifications relevant to this contract

Experience

5

Position:

Name:

Qualifications relevant to this contract

Experience

Name:

Qualifications relevant to this contract

Experience

-
- | | | |
|------|---|---|
| 11.2 | The following matters will be included in the Risk Register | <ol style="list-style-type: none">1. Risk of financial loss and/or injury of 3rd parties due to the proximity of the service (or of persons providing the service) to all airport users2. Legislated Annexes update3. Existing Services4. Access to Site5. Delay in supply of material and/or equipment6. Progress of the works against the program7. Travelling public and ACSA stakeholders8. Wild animals (eg. Bees, snakes, etc.) strike |
|------|---|---|
-

C1.3 Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 Of 1993) & CONSTRUCTION REGULATION 5.1(k)

OBJECTIVES

To assist Airport Company South Africa (ACSA) in order to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).

To this end an Agreement must be concluded before any contractor/ subcontracted work may commence

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA
Physical Address: Kimberley Airport Comp Patterson Rd Diskobolos Kimberley 8301

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993
--

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No use shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.

4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

In terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 and section 5.1(k) of the Construction Regulations 2014,

Ia duly authorised 16.2 Appointee acting for and on behalf of(company name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

Mandatory – WCA/ Federated Employers Mutual No.....

Expiry date

SIGNATURE ON BEHALF OF MANDATARY
(Warrant his authority to sign)

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

C1.4 Forms of Securities

No performance bond or parent company guarantee is required in this contract

C1.5 Insurance Schedule

INSURANCE CLAUSE FOR OPEX PROJECTS AND NON-CONSTRUCTION CAPEX PROJECTS ON THE LANDSIDE

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- *Aviation liability insurance cover for an indemnity limit not less than R100 000 (one hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

INSURANCE CLAUSE FOR OPEX PROJECTS AND NON-CONSTRUCTION CAPEX PROJECTS ON THE AIRSIDE

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- *Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

Where the project covers **both landside and airside**, only the airside clause will apply.

The following persons/insurers must be advised immediately on the occurrence of a claim on site or even a possibility of a claim arising due to an incident occurring on site: Airports Company South Africa:

Nokulunga Masiza
Tel: +27 (0)11 723 1400
M: +27 (0)79 512 0532
Nokulunga.Masiza@airports.co.za

Buhle Mnguni
D: +27 (0)11 723 1400
M: +27 (0)74 535 9075
Buhle.Mnguni@airports.co.za

C2.1 Pricing assumptions: Option A

The conditions of contract

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

Identified and 11
defined terms 11.2

(12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

the Price for each lump sum item in the Price List which the *Contractor* has completed and

where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Where it is contemplated that the Price List represents the type of work, quantity and cost thereof which may or not be selected by the Employer, it is important to ensure that service items listed do not create liability on a daily basis if that is not the intention. For example, if the service is maintenance of an installation on an ad hoc or call-off basis which may require the Contractor to be on standby but not permanently on the Affected Property, avoid listing service items which may be treated as preliminary and general (P&Gs) items, whether fixed or time-related such as contractual requirements, establishing on site, offices, storage, ablutions, water supplies, power supply, telecommunications. The Price List should align with the intention of the contract and selection of Option X 19 should be considered. If the Contractor is required to price P&G items ensure that the tender, contract and Price List provides clearly that daily charges are applicable only as necessitated by the specific activity and authorised by the Service Manager. Particular care should be taken when utilising SANS 1200 as a guide for tenderers or for preparing templates for Price Lists in tenders. Avoid referring to the Price List as the Activity Schedule.

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the Contractor's plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price*

list, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 Price List

1. Contract Intent

- This contract is an “as-and-when required” service for General Building Maintenance at Kimberley Airport.
- The Contractor shall only perform work upon written instruction from ACSA, issued through a Task Order or Site Instruction.
- Each Task Order shall specify the scope of work, location, and required service standard.
- The Contractor shall not assume any automatic recurring frequency or guaranteed workload.

2. Labour-Only Basis

- The BOQ Schedules B to M are for Labour Only activities.
- No material amounts shall be included in any labour activity rate.
- All materials, spares, components and consumables shall be claimed separately through the approved % mark-up schedule (Material / 3rd Party Procurement).
- Transport Per Trip and Accommodation will only be payable where pre-approved in writing by ACSA under Schedule A.

3. Frequencies & Quantities

- Quantities reflected in this BOQ are for tender comparison purposes only.
- Actual work quantities will be instructed via Task Orders and will vary based on operational needs.
- No recurring cycles, monthly routines or fixed frequencies are implied unless explicitly stated in a Task Order.

4. Task Orders

- Each Task Order will define the work activity to be performed, location and acceptance criteria.
- The Contractor shall mobilise only after a Task Order / Site Instruction has been issued.
- Upon completion, the Contractor shall notify ACSA for inspection and acceptance before invoicing.

5. Payment Conditions

- Payment will only be made for work completed, verified and accepted by ACSA.
- No payment will be made for idle time, standby, unproductive time, travel delays or non-instructed work.
- All labour rates shall remain firm for the duration of the contract, subject to contract price adjustment provisions.

- ACSA reserves the right to adjust, postpone or suspend instructed work without liability for loss of profit or idle time.

6. Material / 3rd Party Procurement

- All materials / spares / consumables will be reimbursed via % mark-up only.
- All such claims must be supported by original supplier invoices.
- No material cost is to be included in labour pricing.

7. Clarification Note

- This BOQ does not constitute a fixed programme of work.
- Work will be performed strictly on an as-and-when instructed basis.
- Payment is linked to completion and acceptance of instructed tasks only.

8. Technical Standards and Manual:

- Quality of the work done on site will be based on these technical standards and manual.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE A: CONTRACTOR'S OBLIGATION AND TOOLS					
1.	Contractor's Obligations				
1.1	Contractor's general obligations: Includes Health and Safety file and Public liability Insurance	Once off	1	R	R
1.2	Permits and Induction	Prov Sum	1	R 5 000	R 5 000
1.3	Rental of aerial work platform (6 - 8- meter-high scaffolding)	Daily	10	R	R
1.4	Rental of aerial work platform (scissor lift)	Daily	10	R	R
1.5	Rental of aerial work platform (cherry picker)	Daily	10	R	R
1.6	Rental of aerial work platform (+12 Ft step Ladder))	Daily	10	R	R
1.7	Tools, equipment, and consumables *	As and when	48	R	R
1.8	All required travelling and accommodation	As and when	48	R	R
Sub Total A					R

Note:

- The Health and Safety will be audited on a continuous basis. The Contractor shall comply with the Occupational Health and Safety Act, and the relevant Regulations. The service provider shall ensure that the file is update on an annual basis.
- Permits and Induction shall be paid at cost and shall be paid post facto. The Contractor shall provide proof of personnel that attended the Induction and received a permit. Only actuals will be reimbursed for the permit costs, upon provision of invoices.
- Before a Permanent Permit is issued, a Police Clearance will be done. No permit will be granted to persons who are not in good standing with their criminal record.
- The prices above shall include Contract Management and Administration costs (including all required meetings and reporting such as reports, spares inventory management and other documentation relevant to the contractual agreement, etc.). No additional costs shall be paid for contract administration.
- Please note that should the service provider currently have an approved Safety File on record with ACSA, no cost provision is required unless the Safety File needs to be updated.

The following Activity Schedule is provided “as-is” for the benefit of the Bidder. ACSA (the Employer) cannot guarantee that it is complete in all respects. The Bidder is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also, refer to C3 (Service information) for activities that need to be priced.

(Service provider to quote only for labour, material will be provided by Kimberley Airport, or purchased via a third party)

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE B: PLUMBING AND ABLUTION WORK					
2.1	Repair leaking pipes	Each	10	R	R
2.2	Replace taps & tap mixer	Each	10	R	R
2.3	Replace toilet flush mechanism	Each	20	R	R
2.4	Replace urinal flushing components	Each	10	R	R
2.5	Replace geyser element	Each	10	R	R
2.6	Replace geyser thermostat	Each	10	R	R
2.7	Repair leaking valves & fittings	Each	10	R	R
2.8	Unblocking of drains/sewer lines/traps	Each	12	R	R
2.9	Repair Macerate sewerage pump	Each	10	R	R
2.10	Replace Macerate sewerage pump	Each	1	R	R
2.11	Replace broken seats with the same quality	Each	20	R	R
Sub Total B					R

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE C: CEILING REPAIRS AND REPLACEMENT					
3.1	Remove damaged ceiling boards	m ²	200	R	R
3.2	Replace/install gypsum ceiling boards include painting thereafter	m ²	200	R	R
3.3	Repair/realign sagging ceiling frames	m ²	200	R	R
3.4	Replace cornice/trim finishes	m ²	200	R	R
3.5	Patch/Skim/Finish surface for painting	m ²	200	R	R
3.6	Replace suspended ceiling tiles	m ²	200	R	R
Sub Total C					R

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE D: PAINTING & SURFACE REFURBISHMENT					
4.1	Surface preparation	m ²	120	R	R
4.2	Filling cracks & Minor plaster defects	m ²	120	R	R
4.3	Internal wall painting first coat	m ²	120	R	R
4.4	External wall painting first coat	m ²	120	R	R
4.5	Colour matching and touch-up works	m ²	120	R	R
4.6	Internal wall painting second coat	m ²	120	R	R
4.7	External wall painting second coat	m ²	120	R	R
4.8	Landside paving paint-labour to prepare and paint traffic markings	m ²	120	R	R
4.9	Dry wall installation and painting	m ²	120	R	R
4.10	Plastering	m ²	120	R	R
Sub Total D					R

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE E: GLAZING REPAIR					
5.1	Replace broken window glass	Each	10	R	R
5.2	Replace cracked glazing panes	Each	10	R	R
5.3	Fix/Secure loose window	Each	10	R	R
5.4	Apply silicone sealing to frame joints	m	100	R	R
5.5	Tinting of windows	m ²	200	R	R
5.6	Installation of double-glazed tampered glass with mirror tint	m ²	200	R	R
Sub Total E					R

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE F: ROOFING REPAIRS					
6.1	Replace damage roof sheet	m ²	120	R	R
6.2	Replace damaged flashing section	m	100	R	R
6.3	Fix loose fasteners/screw on roofing	Each	10	R	R
6.4	Minor roof leaks repairs (patch and seal)	Each	10	R	R
6.5	Replace skirting boards	Each	10	R	R
Sub Total F					R

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE G: WATERPROOFING					
7.1	Torch-on waterproofing application	m ²	200	R	R
7.2	Liquid waterproofing membrane application	m ²	200	R	R
7.3	installation of bitumen emulsion waterproofing coating and aluminium coating Outside (Top of Roof) -Primer and two coats "Rubberising" bitumen emulsion waterproof coating	m ²	200	R	R
7.4	Waterproofing joint sealing	m ²	200	R	R
Sub Total G					R

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE H: TILING WORKS					
8.1	Replace broken ceramic tiles	Each	10	R	R
8.2	Re-adhere loose tiles	Each	10	R	R
8.3	Re-grouting of tiles	m ²	120	R	R
8.4	Final surface clean/finish	m ²	120	R	R
8.5	Repair tile edging (aluminium/PVC)	m ²	120	R	R
8.6	Replace ceramic tiles, like for like	m ²	120	R	R
Sub Total H					R

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE I: FLOORING WORKS					
9.1	Replace damaged carpet tiles	Each	20	R	R
9.2	Replace vinyl tiles	Each	20	R	R
9.3	Replace other soft floor finishes	m ²	200	R	R
9.4	Replace subfloor surface/underlay	m ²	200	R	R
9.5	Replace carpets, like for like	m ²	100	R	R
Sub Total I					R

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE J: FURNITURE REPAIRS					
10.1	Minor repair to chairs	Each	10	R	R
10.2	Minor repairs to desk/counter	Each	10	R	R
10.3	Re-fix loose fitting & hinges	Each	10	R	R
10.4	Replace minor small fittings	Each	10	R	R
Sub Total J					R

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE K: SIGNAGE WORKS					
11.1	Replace signage board	Each	5	R	R
11.2	Install or reposition signage	Each	5	R	R
11.3	Touch-up background signage panels	Each	5	R	R
11.4	Remove outdated signage	Each	5	R	R
11.5	Repair LED Signage	Each	5	R	R
11.6	Replace LED signage	Each	5	R	R
Sub Total K					R

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE L: PAVING REPAIRS					
12.1	Relay sunken pavers	Each	100	R	R
12.2	Replace broken pavers	Each	100	R	R
12.3	Level & Compact base under paving	Each	100	R	R
12.4	Fill joint sand and compacted	Each	100	R	R
Sub Total L					R

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE M: LANDSIDE PAVING PAINT (ROAD MARKINGS/WAYFINDING LINES)					
13.1	Prepare surface and mask out area	m ²	120	R	R
13.2	Apply line marking/directional paint	m ²	120	R	R
13.3	Re-paint faded road markings	m ²	120	R	R
13.4	Apply final reflective finish coat	m ²	120	R	R
Sub Total M					R

SUMMARY OF SCHEDULE OF QUANTITIES		
A	SCHEDULE A: CONTRACTOR'S OBLIGATION AND TOOLS	R
B	SCHEDULE B: PLUMBING AND ABLUTION WORK	R
C	SCHEDULE C: CEILING REPAIRS AND REPLACEMENT	R
D	SCHEDULE D: PAINTING & SURFACE REFURBISHMENT	R
E	SCHEDULE E: GLAZING REPAIR	R
F	SCHEDULE F: ROOFING REPAIRS	R
G	SCHEDULE G: WATERPROOFING	R
H	SCHEDULE H: TILING WORKS	R
I	SCHEDULE I: FLOORING WORKS	R
J	SCHEDULE J: FURNITURE REPAIRS	R
K	SCHEDULE K: SIGNAGE WORKS	R
L	SCHEDULE L: PAVING REPAIRS	R
M	SCHEDULE M: LANDSIDE PAVING PAINT (ROAD MARKINGS/WAYFINDING LINES)	R
TOTAL PRICE_SCHEDULE OF QUANTITIES		R

Labour:

Any work not included under Pricing Schedule above shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Item	Description	Normal hours (Including Saturdays) (R/hour)	After hours (R/hour)	Sunday (R/hour)
1	Site Foreman	R	R	R
2	Call-Out	R	R	R
3	Plumber	R	R	R
4	Painter	R	R	R
5	Carpenter/joiner	R	R	R
6	Handyman	R	R	R
7	Locksmith	R	R	R
8	Tiler	R	R	R
9	General labor/Assistant	R	R	R
Sub-Total		R	R	R

TOTAL LABOURER RATES <i>(Total price for all the description Normal hours + After hours and Sundays)</i>	R
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All rates to exclude VAT. Subject to mutual agreement between the *Employer* and the *Contractor*, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site only.

Mark up (third party procured items/services)

This is to allow the procurement of items that are not covered above.

Cost	Mark-up percentage
R 0 – R 2 000	%
R2001 – R 10 000	%
R 10 001 – R 50 0000	%
Over R50 0000	%

Cost shall be net cost (INCLUSIVE of VAT) of parts delivered to site with all discounts deducted. Original Tax Invoices from the service providers to be submitted with the Contractor's invoice.

MATERIAL/3RD PARTY PROCUREMENT MARK-UP For third party procurement, original invoice must be submitted when claiming for the spares procured or service procure		
ITEMS	DESCRIPTION	Provisional Sum
1	Mark-Up-General building Material	R 500 000
2	Mark-Up-Hardware & Fastener	R 300 000
3	Mark-Up-Specialist/certified material	R 200 000
TOTAL: Material/3rd Party Procurement		R 1 000 000.000

Contract value

Below is the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

TENDER PRICES FOR EVALAUTION PURPOSES ONLY		TOTAL
1	TOTAL PRICE_SCHEDULE OF QUANTITIES	R
2	TOTAL LABOURER RATES	R
3	TOTAL: MATERIAL/3RD PARTY PROCUREMENT	R 1 000 000.00
	Sub-Total - Year 1	R

Expenditure over 5-year contract, including annual CPI price adjustments (As per Statistic SA)

Description	Total (excluding VAT)
Year 1 (from above)	R
Year 2 (year 1 plus 6% CPI escalation)	R
Year 3 (year 2 plus 6% CPI escalation)	R
Year 4 (year 3 plus 6% CPI escalation)	R
Year 5 (year 4 plus 6% CPI escalation)	R
5-years estimated contract value (excluding Vat)- (Year 1 + Year 2 + Year 3 + Year 4 + Year 5)	R
Add 15% Vat	R
Estimated contract value for 5-years* *GRAND TOTAL – Incl VAT (CARRIED OVER TO OFFER PAGE)	R

C3 Service Information

DESCRIPTION OF THE WORKS

Executive overview

The objective of this scope is to provide maintenance service data for General Building Maintenance Works, at Kimberley Airport, in a sustainable manner, while ensuring compliance to general safety and all relevant legislation.

To provide facilities which are clean and hygienic, attempt to meet with the minimum requirements of the Occupational Health and Safety Act and those of airport users and stakeholders when using the airport. This contract is also intended to assist ACSA to meet the expectations of Airport Service Quality (ASQ) standards as per the Key Performance Indicator (KPI) set by the ACSA Board from time to time.

Employer's requirements for the service

The scope of work involving sourcing of suitable service provider to maintain the serviceability of the Airport Building in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety for a period of 60 Months. In brief the Airport Building Maintenance involves the following:

- Plumbing and Ablution.
- Roof and Ceiling.
- Walls, Doors and Windows.
- Locksmith services
- Painting.
- Window Glazing.
- Building Signages.
- Water proofing.
- Branding
- Tiling and carpets on floors or walls
- Repair / refurbish furniture and equipment.
- Any related building works.

The table below provides a detailed description of the tasks to be performed:

Category	Services required
Plumbing and Ablutions	Repairs leaks Repair / replace faulty equipment. Unblocking of drainage system by means of chemicals and/or mechanical equipment. Geyser repairs and/or replacement Replace broken drain, trench, gully, and manhole covers (cast iron, concrete, plastic, etc.)
Ironmongery	Repair / replace or provide new ironmongery, e.g., door handles, closers, locks, cylinder pulls and hinges (door furniture), window fittings, cupboard fittings, iron railings, handrails, etc.
Walls	Repair damaged walls, e.g., cracks, holes, and chip marks on walls
Ceilings	Repair, replace or provide new ceilings and partitions
Painting	Removal of old paint, surface preparation (all types), painting of internal / external walls, floors, ceilings, planters; colour matching and touch-ups
Locksmith services	Repair / replace faulty door locks. Unlock faulty locks (where keys are broken-off / lost) Provide duplicate keys
Carpentry and joinery	Repair / replace damaged or broken doors, door frames, cabinets, drawers, cabinet tops, skirtings, sills, shelving and provide new installations when requested
Tiling	Removal / replacement of damaged floor and wall tiles and laying of new tiles. Provide new installations when requested

Glazing	Removal and replacement of damaged glass, building windows, doors, and façade Supply and installation of new windows etc
Building Signage	Repair or replacement of damaged, faded, or missing building signage Provide new signage when requested Branding
Water proofing	Repair / replace existing waterproofing installations. Provide new waterproofing installations. Includes liquid painted-on water proofing, torch-on applications, etc.
Floor coverings	Repair / replace or provide new floor coverings, which includes carpeting, vinyl, and other forms of plastic floor coverings
Roof coverings	Repairs / Replacements to damaged roofs and roof sheeting Cleaning of gutters, downpipes, and flushing debris out of storm water lines
Furniture	Repair / replace or provide new benches, chairs, tables, table/chair wheels, chair seats, chair back rests, chair / couch upholstery, chair mechanisms, all office desks, tables, and cabinets
Paving	Replace / reinstate existing paving around buildings or install new paving when requested

The service provider will be required to maintain the following buildings.

- Terminal building
- F&R watch room
- F&R station
- Training room
- Security Main gate
- M&E Office
- Quemie Building
- ACSA Offices
- All Security guardhouses
- Car rentals buildings as per lease agreement
- All buildings owned by ACSA

The maintenance activities should be conducted within the ambit of all regulatory and best practice frameworks such as ICAO, OHSACT, SANS etc. The contractor shall be responsible for the maintenance and performance of the plant to an extent that ACSA deems appropriate and economical.

The successful bidder will be appointed directly by the Airports Company South Africa SOC Limited. The works to be done under this contract falls under both the landside and airside precincts of the airport.

The frequency will be determined by the onsite conditions. Should the need arise to perform any of the services described in the Scope of Work, the service provider will be issued with a Task Order to perform the service at the affected area.

Third party procurement will be required from time to time to facilitate the purchase of materials, hire of equipment, procurement of sub-contracted works, specialised services, and professional services. The contractor will be allowed a percentage mark-up to facilitate this third-party procurement.

Note:

All work will carry a guarantee from date of installation:

- 3 months for quality of services (workmanship)
- 6 months for material

NB: The service provider will be requested to respond within 2 hours for emergency works. Times counts when the service provider is contacted via mail or phone calls.

Overview of the works

The service provider will be responsible for the servicing, maintenance, repairs, alterations, relocation and minor new installation to the Buildings and Plumbing Infrastructure. The work will be done under the following maintenance types:

- Planned Preventative Maintenance
- Corrective Maintenance
- Predictive maintenance or condition-based maintenance
- Proactive maintenance or engineer out maintenance.
- Unplanned Maintenance-Breakdown Maintenance; and
- Minor/smaller approved Project related Maintenance work.

Maintenance Types Defined:

- **Preventative maintenance** (FTM – Fixed Time Maintenance), defined as the type of maintenance where repairs or replacement actions are performed at predetermined, fixed, intervals to prevent failures from becoming reality. The important issue with FTM (Fixed Time Maintenance) is that the mean-time-between-failures (MTBF) be known in order to determine the most cost-effective frequency for maintenance or replacement. The frequency for action is best determined through accurate history keeping and failure recording. Random frequencies can lead to over-maintaining at high cost. For FTM to be technically feasible, the life must be known.
- **Corrective maintenance** is defined as the activity following a preventative maintenance inspection, test or condition assessment with the purpose of correcting a problem or restoring the condition before failure occurred.
- **Predictive maintenance** or condition-based maintenance (CBM), defined as the type of maintenance trying to predict the condition of the equipment and plan maintenance strategy accordingly. Once the condition is known a decision is taken to take the equipment out of service for repairs or to leave it in service for an extended period of time based on the condition of the equipment. This is a typical inspection task, vibration analysis task or oil analysis task in order to monitor condition.
 - **Proactive maintenance** or engineer out maintenance (EOM), defined as maintenance or task performed to prevent maintenance as well as failure. It also involves the development of new facilities or changing of existing facilities. Updating or putting new procedures in place is also a form of EOM.
 - **Breakdown maintenance**, defined as that maintenance which was unforeseen and is necessary to restore the serviceability of the physical asset.
 - **Project maintenance**, defined as that maintenance which involves the development of new facilities or changing of existing facilities.

The minimum preventative maintenance to be affected as per agreement with ACSA which details the tasks and the frequency they are to be performed. The preventative maintenance is performed to prevent failures.

The Contractor will be held liable for the repair of any failure, if the Contractor failed to identify the failure condition on the maintenance report and notify the contract supervisor for the necessary corrective maintenance authorization. Therefore, the Contractor should include any further preventative maintenance recommendations, which in his opinion are necessary for the specific and other failure prevention.

Extent of the works

The service provider will be fully responsible for meeting all requirements in this document regarding the Works. In addition, all Works will be carried out to the standard and frequency as required by the Original Equipment Manufacturer (OEM) and Maintenance and Engineering working procedures, as well as any applicable governing law and/or regulations.

Service and maintenance shall be carried out as per agreed work schedule & frequency and work instructions (e.g. attending to technical helpdesk logged calls).

All new installation, replacement and repairs must be approved by ACSA prior to works being carried out

Location of the works

The Works are located at Kimberley Airport – mostly in all buildings. It is crucial for the Contractor to note that Kimberley Airport is a National Key Point and governed as such.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
ANSI	American National Standards Institute
BS	British Standards
CMMS	Computerised Maintenance Management System (Oracle EAM software platform)
ICAO	International Civil Aviation Organization
IEC	International Electro Technical Commission
ME	Maintenance Engineering Department
OEM	Original Equipment Manufacturer
O&M	Operation and Maintenance - of the said Equipment
PM	Preventative & Predictive Maintenance Work Orders

SANS	South African National Standards
SOP	Standard Operating Procedure
OHS Act	Occupational Health and Safety Act.
WO	Work Orders (Corrective & Dispatched)
FAKM	Kimberley Airport Airport

SCOPE OF WORK SPECIFICATIONS

Plumbing

1 Hot Water System:

The hot water system shall include new installation, replacement, repairs and maintenance on the hot water reticulation system upstream of the pressure regulation valve, which shall include but not limited to; the pressure regulation valve; electrical hot water cylinder, all relevant valves and components and all hot water pipe and fittings and shall end at any of the relevant hot water terminal fittings

2 Cold Water System:

The cold water system shall include new installation, replacement, repairs and maintenance on the cold water reticulation system upstream of the municipal metering valve, which shall include but not be limited to all relevant valves and components relating to the cold water system and all cold water pipe and fittings and shall end at any of the relevant cold water terminal fittings.

3 Sanitary-ware and Sanitary fittings:

The sanitary-ware and sanitary fittings shall include new installation, replacement, repairs.

4 Solar Water Heating System:

The solar water heating system shall include new installation, replacement ,repairs and maintenance on the solar water heating system which shall include, but not be limited to, hot water reticulations system upstream of the pressure regulation valve, the pressure relation valve, if applicable the electrical hot water cylinder, a solar (electrical) hot water cylinder, all relevant valves and components and all hot water pipe and fittings and shall end at any of the relevant hot water terminal fittings.

5 Below-ground drainage system:

The below-ground drainage system shall include new installation, replacement repairs and maintenance on the below-ground drainage systems which shall include but not limited to floor drains, septic tank and French drains installations.

6 Above –ground drainage system:

The above-ground drainage system shall include new installation, replacement, repairs and maintenance on the above-ground drainage systems which shall include but not limited to all internal and external waste water and soil drainage.

7 Rain water disposal system:

The rainwater disposal system shall include new installation, replacement repairs and maintenance on the above-ground drainage systems which shall include but not limited to storm water drainage, guttering and flashing.

8 Sewer lines-jetting of sewer-line and camera inspection:

The cleaning or unblocking of sewer line (where plumbing rods are impractically) shall be done using the industrial jetting machines and where require the use of camera inspection will be requested from the service provider as per agreed work instruction/request.

9 Sewer Suction Services:

The service provider must be able to source the suction trucks for the removal of effluent sewer water due to plumbing or pump systems failure.

- a. Dislodging and removal of sewer scum: To dislodge and removal of scum services as and when require including safe disposal of effluent water. The cost will be paid on proven sign job card and delivery note as per quantities per litre including all associated cost and mark-up (transport/labour/disposal cost and including a first aider who is trained in resuscitation and provision of safety harness and ropes required to enter the pit and the lighting, Tripod Fall Arrest-Access system and spades and all necessary PPE and etc.)
- b. Prior to entry to the confirm space/sewer pit; the service provider shall allow for the gas testing, equipment by the competent technician/person and who will pronounce on the safety thereof, and to certify in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.
- c. The work shall be completed in one (1) night and the work shall commence at 22h00 and be completed before 04h00 am. The service provider allow for enough transportation/trucks of sludge to ensure that the work is completed as per aforementioned timelines

The bidder to provide proof of the following from his intended sub-contractor as part of the Returnable for this bid.

- a. Provide the Permit/Licence of the proposed Landfill site to be utilised.
- b. Entity/Company transporting the waste must be registered to transport hazardous/dangerous substances in terms of the National Road Traffic Regulations, Hazardous Substances Act and Municipality By-Laws.

- c. The Municipality permit for transportation and handling of hazardous waste must be provided. If the Landfill site to be used falls outside of the Municipality's jurisdiction, the bidder must submit the permit of the relevant Municipality.
- d. Proof that the driver and the assistant are trained in handling hazardous substances must be provided. A certified copy of the certificate must be attached.
- e. An emergency handling procedure to address any potential incidents such as spillages etc must be provided.

The bidder, once appointed, must submit relevant documentation from his sub-contractor -This includes waste manifests, safe disposal certificates etc.

10 Water Metering Reading:

The service provider shall be responsible for the monthly physical reading of all water meters at Kimberley Airport.

Further to the above, the monthly services shall include the following:

- a. To read all of the water meters regularly each month, on the same date, where possible.
- b. Upon completion to prepare a schedule / return to ACSA accounts department, along with tenant metering slips where necessary, with all electronic data on disk / e-mail ready for direct import onto existing system.
- c. Simultaneously checks Council accounts and establishes the correctness of the figures and consumption.
- d. A detailed water meter trend report to be submitted to ACSA prior to billing date.
- e. Meters are checked every month for physical condition and functionality purposes and provide feedback in terms of the condition of each meter.
- f. To provide feedback on tenant queries regarding water charges.
- g. To replace defective water meters as and when requested by ACSA. Any damages caused during the inspection and reading of meters will be for the bidder's account.

General Building Maintenance

The scope of work to be done includes maintenance to walls, tiling, roofs, ceiling, steelwork and doors. This includes, but is not limited to the following:

- Replace and / or repair locks
- Replace damaged tiles and vinyl floors
- Repair and / or replace ceilings
- Replacement of damaged carpets (like or similar)
- Repair and / or replace of gutters and downpipes
- Repair and / or replace skirting boards
- Repair and / or replace architectural louvers and finishes, as applicable
- Repair and / or replace staircases

Tiling

Tiling shall include Laying of new tiles, replacement of damaged floor/ wall tiles, laying of new tile mats and replacing of damaged tile mats. For new installations, tiles shall be laid from the centreline of each space outward to obtain border tile of equal width and larger dimension, or as appropriate for the type of tiling. Method Statement to be submitted before commencement of works.

Doors and Locksmith

Repairs to all wooden and aluminium manual doors, replacement of locks and opening of door to which keys have been lost or broken. Repairs or replacement of damaged or lost door remote controls.

All call-out rates to include travelling costs (AA Rates) as well as the first hour on site

Commercial and Industrial Shop front

The scope of work to be done shall include, but is not limited to, the following:

- Doors leading to tenanted areas (excluding mechanically operated doors)

The work to be done include, but not limited to:

- Maintaining the doors to ensure they are operational.

Painting

This contract shall allow for painting to be done, as and when required on various areas covered under this contract. This can include the repainting of the terminal building, and any other building, either external or internal, and painting of downpipes.

When the painting has been identified, the Service Manager from ACSA will advise on the extent and on the colour scheme of the painting to be done.

All painting to be done to a lifespan of 7 to 10 years, with warranties and guarantees of minimum 3 years on workmanship and the quality of the paint. All paint products, specification (including colour trial) and quotations to be approved by ACSA before commencement of work and before procuring the paint from the manufacturer.

The quality of the paint shall be SABS / SANS approved, and all other relevant legislation pertaining to quality and the paint products.

In the execution of all painting, the contractor shall comply with all safety, health and environmental requirements. This includes, but is not limited to, the contractor producing the MSDS of the paint to be used, the disposal certificates of the empty paint containers, health and safety file.

The scope of work to be done shall include, but is not limited to, the following:

- Preparation and clean the surface to be painted
- Damp proofing of the area,if required
- Sand down the old paint
- Polyfill crack as required and surface preparations
- Prime
- Apply a minimum of two coats of paint

Glazing

The scope of work to be done under window glazing includes, but not limited to:

- Glass replacement
- Frame repairs and/or replacement
- Tinting: repairs, new or replacement
- Catches and Hinges: replacement and / or repairs
- The replacement of the waterproof membrane on the aluminium windows

Glazing will include installation of new mirrors, repairs to damaged glass and mirrors.

Repair / refurbish furniture and equipment

The furniture and equipment under this contract includes the following:

- Check-in counters, car rental counters, ticket office counters, information counters
- Chairs and benches
- Built in cupboards in the kitchen areas
- Couches and sofas

Maintenance of building signage

The scope of work to be done under building signage includes, but not limited to:

- Replace related fittings in the illuminated signage
- Replace / Repair faded, damaged or redundant Signage
- Installation / Fitting of new signage

The signage included under this contract is the following:

- Airport name - Boards on the outside and / or illuminated sealed signage characters
- Illuminating Signage
- Non-illuminated signage
- Informational and Directional signs in the building
- Building mandatory signage (reflective) (e.g. fire extinguisher, way finding, emergency doors...etc)

- Disclaimer and information signage (all signage for security, fire and rescue, parking and airport operations)

Waterproofing

Water proofing includes Roof waterproofing (rubberized-bitumen), Roof repairs, Painting and coating of roofs and anti-corrosive metal treatments. Maintenance and repairs of existing waterproofing system. Repairs to all damaged roof gutters and down pipes, ceiling and fascia boards installed at Kimberley Airport

Employer's requirements for the service

The Contractor will be fully responsible for meeting all requirements in this document regarding the Works. For each piece of equipment / scope of work, all work will be carried out to standards as required by the Aviation regulation and safety standards as well as any applicable governing law and/or regulations. Where standards differ from those required by this document the more stringent requirement shall apply.

The Contractor will be fully responsible for obtaining (and keeping up to date with) the said requirements. The Contractor's main objective is to ensure that all equipment and infrastructure is effectively maintained and operating within all the relevant safety and quality compliances to ensure reliability of services for airport operations. It is essential that preventative maintenance is administered at the appropriate intervals to achieve this objective.

PROCUREMENT

Preferential procurement procedures
Requirements

The Contractor shall respect OEM warranties to the Employer when procuring spare parts, products, or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are always adhered to.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor must build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement spares.

No casual labour (i.e. "off the street" labour) may be employed by the Contractor unless pre-arranged with the Employer. Whenever this is required, the Contractor shall come to a suitable arrangement with the Employer regarding sourcing and screening of such individuals.

MANAGEMENT

Management of the works

Particular / generic specifications

All work shall conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.

All work shall be carried out in accordance with prevailing industry norms and best practice and will always comply with OEM requirements.

Planning and programming

All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

Normal airport operational hours shall be from 06:30 to 18:00 for every day of the year.

As a minimum requirement, the Contractor shall roster scheduled preventative maintenance activities.

Maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance, and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.)

Methods and procedures

The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in the Employer's business. Therefore, within reason and with prior arrangement with the Contractor, the Employer might require the following from time to time:

- Assisting with emergency repairs
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to passenger loading bridges
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of check-in of passenger loading bridges staff
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues
- Safe / legal disposal of used and irreparable spares

The Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor shall instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

Environment

The Contractor will keep noise and dust levels to a minimum. At no time, shall his/her work result in nuisance, interference, or danger to the public or any other person working at the Airport.

At no time, shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

Format of communications

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.

Key personnel

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to

management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staffs' leave shall be reported and agreed with the Service Manager

Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

Electronic payments

The Contractor should arrange with the Employer's finance department for making all payments electronically.

Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be available for scrutiny by the Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. daily checks performed
4. maintenance plan for the next month
5. the latest spares inventory
6. Asset register up to date including equipment data
7. Root cause analysis records
8. Safety/Environmental or legislative issues and compliance
9. Outstanding maintenance issues

The Contractor shall keep copies of all reports and records for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.

Permits

The Contractor shall be compensated for costs relating to the Employer's required permits, however, not for labour/time spent in obtaining it.

The Contractor must ensure that he/she is, always, familiar with the Employer's safety and security requirements relating to permits so that no work is delayed as a result thereof. This will include the permit application process.

Note that the Contractor will have no claim against the Employer if a permit request is refused.

The following table is provided for illustration purposes, not all permits listed may be required for this service:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security

Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.

Proof of compliance with the law

The Service Manager may at any time request from the Contractor reasonable proof that the Contractor is in compliance with a law or regulation.

Health and safety

Health and safety requirements and procedures

The Service Manager shall be entitled to fine the Contractor low service damages for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.

It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All persons on company premises shall obey all health and safety rules, procedures, and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department. All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

The Contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.

The following areas in the company are declared as "HOT WORKS PERMIT" areas:

All airside areas

All areas accessible to the public

All enclosed areas

The terminal building

Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag, and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

At no time, must the Contractor interfere with, or put at risk, the functionality of any Sprinklers and/or fire prevention system. Care must also be taken to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Service Manager). All costs relating to uniforms shall be for the Contractor's account.

Cell phones and two-way radios

Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type, model, and frequency range as approved by the ACSA IT department.

Protection of the public

The Contractor shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded to safeguard children and the general public from injury relating to machinery, work or other.

Barricades and lighting

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades, and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

CORRECTION OF DEFECTS

The *Contractor* shall report any defects (equipment & material) experienced whilst performing the services. Any defective plant / equipment (unserviceable) or material (unacceptable quality) shall be removed immediately from ACSA's premises. The *Contractor* shall ensure that replacement (backup / leased / new) equipment and material is sourced immediately in order to comply to the contractual conditions of the services.

All defects and non-conformances must be corrected immediately. Constraints that can prevent this must be communicated to the *Service Manager* (or his delegated person) as listed below:

1. Airport operations that will be interrupted with a direct effect of revenue income. Hence the work must be scheduled for after operational hours.

2. Lack of spares or expertise. Hence the work will be scheduled to be completed after the procurement of the required spares or specialist services.

Should the identified defect have a negative influence on the safety of persons or critical equipment - then the *Contractor* must inform the *Service Manager* (or his delegated person) to activate ACSA's relevant internal emergency procedures in an effort to mitigate the risk as fast as practicably possible.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

The *Employer* will hold the *Contractor* liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

Defect free liability period

Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
Defect free liability period – project work	The defect free period will be no less than 12 months.

Penalty scheme

Parties agree to the following penalty scheme. The penalty scheme does not influence the calculation of the contract sum/value. The amounts listed in this addendum will not be subjected to any future contract escalation and exclude VAT. This addendum may not be terminated for convenience.

Penalties

ACSA must notify the contractor in writing of its intention to claim a penalty within 30 days of an event or ACSA will lose its right to claim the penalty. Should ACSA not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim penalties for similar future events. Under no circumstances shall a penalty be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Penalties are limited to a maximum of **R 10 000/month**.

Penalty breakdown

Where a repair cannot be completed the same day due to the unavailability of a spare part	R 2 500.00 (unless the unavailability of the spare part was agreed to by the Service Manager or his/her duly authorised representative)
Leaving a breakdown unattended or incomplete for another day or shift.	R 2 000.00 (unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work)
Not maintaining the required minimum on-site staff requirements for planned maintenance.	R 1 000.00/position/day
Safety infringement (for example: leaving moving machinery exposed)	R 5 000.00 per incident
Availability not meeting requirements	R 2 000.00 per month
Failure to meet response time as stated above	R 2 000.00 per call-out

ANNEXES to C3 (Service information)

Title	Annex number
Service Level Agreement	Annexure A
Generic Safety File Requirements	Annexure B
Environmental Terms and Conditions	Annexure C
Task Order Form	Annexure D

SERVICE LEVEL AGREEMENT**Operational hours**

Normal airport operational hours shall be as detailed below for the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Normal airport operational hours shall be

Kimberley Airport: Mon-Fri 07:00 – 18:00; Sat 08:00 – 16:00; Sun 13:00 – 18:00

Normal Working Hours shall be 07:00 – 17:00

Minimum Staffing Schedule

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have mechanical/electrical experience. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the General Building Maintenance.

For all staff and senior personnel dedicated to this contract, the following must be submitted in detail:

- ☐ Full Names
- ☐ Proof of qualifications and work experience on maintaining similar equipment system.

The Contractor must maintain the following **minimum** staff available when required and should price accordingly:

Skill	Frequency
Supervisor	Planned and Unplanned Maintenance
General Worker	Planned and Unplanned Maintenance
General Worker	Planned and Unplanned Maintenance
General Worker	Planned and Unplanned Maintenance
General Worker	Planned and Unplanned Maintenance

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature.

It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly. The Tenderer must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

Response Times

Description	Benchmark
Availability	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; ➤ Lifts and stair lifts availability (per lift) shall be kept at or above 95% overall per month.
Response time	All breakdowns shall be responded to within: ➤ 8 hrs from the time the Contractor is notified of the breakdown - during normal working hours and after hours
Closure Duration	All breakdowns shall be resolved within: ➤ 4 hours from the time the Contractor arrives on site – during normal working hours ➤ 8 hours from the time the Contractor arrives on site -after hours
Elevator Occupied	All elevator occupied calls shall be responded within: ➤ 30 minutes from the time the Contractor is notified, and the passengers shall be released immediately.
% of planned maintenance completed per month	100% of all planned maintenance shall be completed per month
Total breakdowns requiring a second level of response (the intervention of a Field Engineer or higher expertise)	➤ All Elevators breakdowns requiring a second level of response shall be resolved within 24 hours (subject to the lead time of required spares) and shall be limited to a total of 3 occurrences per month.

The way the call outs are dispatched to the contractor shall be discussed with the Service Manager at specific sites as call logging procedures may differ from each site.

Human resources

The following minimum standards shall apply to resourcing:

1. For all call-outs: Considering current airport access control infrastructure and security arrangements and considering the physical layout of the apron, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance for each month.
3. During operational hours, the Contractor shall respond in accordance with the S.L.A to successfully attend to breakdowns.
4. During operational hours, the Contractor shall
5. have at least one senior person who will respond to the call outs who:
 - a) Is suitably qualified and experienced to resolve breakdowns and system stoppages.
 - b) Is suitably qualified and experienced to work on any electrical control panel.
 - c) Is able to successfully interact with OEM personnel.
 - d) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and can successfully interact with airport operational staff and airport management.

Staff qualifications

It will always remain the Contractor's responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in rostering staff.

ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site.

The Contractor must comply and respond to the following:

*Compliance to benchmarks will be calculated on a weekly average except on repairs that will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site.

Detail on how calls will be dispatched will be discussed on site with the Service Manager as the call dispatch process varies from airport to airport.

Finally, once the problem has been resolved the contractor will advise the Service Manager of the resolution.

*Availability will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the Contractor's control. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site. The total operational hours for the respective week/month shall be used as a measure for calculating availability. All other benchmarks above will be calculated on a weekly average. Reports will be provided by the ACSA Computerised Maintenance Management System.

Defect free liability period

Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
Defect free liability period – project work	The defect free period will be no less than 12 months.

Low service damages

Low service damages are limited to a maximum of **25% of the fixed cost /month**.

Service level table

Low service damage Description	Amount
Where a repair cannot be completed the same day due to the unavailability of a spare part.	R 2 500.00 (unless the unavailability of the spare part was agreed to by the Service Manager or his/her duly authorised representative)
Leaving a breakdown unattended or incomplete for another day or shift Not meeting call response and closure time SLA.	R 2 000.00 (unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work)
Safety infringement (for example: leaving moving machinery exposed)	R 5 000.00 per incident
Availability not meeting requirements	R 2 000.00 per month

ANNEXURE B**GENERIC SAFETY FILE REQUIREMENTS**

Make provision for the safety file – activities can only be carried out once the safety file is approved and a work permit is obtained from our local safety department at George Airport.- see list below. The list below is generic and only based on the specific scope of work will the applicable items become a requirement for compliance.

- Mandatory form. 37(2) Agreement
- Mandatory form. 37(2) Agreement of Sub Contractor
- CR 5(k) Appointment Letter for PC
- Valid letter of good standing
- Notification of construction work or Construction Permit as applicable (Annexure 2)
- Detailed Scope of Work
- Risk Assessments
- Fall Protection Plan & Rescue Plan (where applicable)
- Confined Space Rescue plan
- Method Statement/s
- OHS Specification specific to project
- SHE policy
- Project specific Safety Plan
- Airside Safety Plan (where applicable)
- Updated Employee List of with ID/Passport Copies
- Medicals (where applicable)
- First Aid box Register
- PPE study and issue register
- Tools/Equipment/Plant/Scaffolding registers
- Waste management Plan
- ACSA EMS 048 Environmental Specifications
- Letters of appointment with competencies (where appointment are applicable depending on the task):
 - 1) OHS 16(1) CEO
 - 2) OHS 16(2) Assistant CEO
 - 3) CR 8.1 Construction work Manager
 - 4) CR 8.5 Construction H&S officer
 - 5) CR 8.7 Construction work Supervisor
 - 6) CR 8.8 Assistant Supervisor
 - 7) CR 9.1 Risk Assessor
 - 8) CR 13.1(a) Excavation Supervisor
 - 9) GAR 9 Incident Investigator
 - 10) GSR 9 First Aider
 - 11) CR 24 & EMR 9 Electrical Tool Inspector
 - 12) CR 29(H) Fire Fighting Equipment Supervisor

- 13) CR 23 Construction Vehicles & Mobile Plant Operator
- 14) GSR 13 Ladder Inspect
- 15) Portable (Hand) Tool inspector
- 16) CR 16.1 /SANS 085 Scaffolding Inspector
- 17) CR 28 (a) Stacking and Storage Supervisor
- 18) HCS Supervisor (HCS Regulations)
- 19) OHS 19 SHE Committee Members
- 20) OHS 17 Health & Safety Reprehensive

Note the safety file requirements is an inherent OHS act requirement for each of the scope of work activities above - and should be priced as part of those ac

ANNEXURE C (Contractor to fill in)

ACSA SERVICE & MAINTENANCE CONTRACTORS
ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for the Employer. The Employer shall audit Contractor activities, products, and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the Contractor.

ISSUE	REQUIREMENT
Environmental Policy	ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended, and implemented by all appointed Contractor staff.
Storm water, Soil and Groundwater Pollution	- No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil, or groundwater resources. - Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required. - Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas. - No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	- Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. - Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. - Fires: No open fires shall be permitted on site.
Noise Pollution	- All reasonable measures shall be taken to minimize noise generated on site due to work operations. - The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	- Waste shall be separated as general or hazardous waste. - General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste is not feasible. - Under no circumstances shall solid or liquid waste be dumped, buried, or burnt. - Contractors shall maintain a tidy, litter free environment always in their work area. - Contractors must keep on file: - The name of the contracting waste company

	2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous, and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	• All HCS shall be clearly labelled, stored, and handled in accordance with Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional, and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low Service Damages

Low service damages shall be imposed by the Employer on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the low service damages to be imposed. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise the Employer accordingly. The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings the Council, authorities, landowners and/or members of the public may institute against the Contractor.

Low service damages shall be between R 200.00 and R 20,000.00, depending upon the severity of the infringement. The decision on how much low service damages to impose will be made by ACSA's (the Employer) Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____ (name & surname) of _____

_____ (company) agree to the above conditions and acknowledge the Employer's right to impose low service damages should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____ on this date: _____ (dd/mm/yyyy)

at: _____ (airport name).

ANNEXURE D

TASK ORDER FORM

Task Order No	
Contract Name	
Issue Date	
Employer Details	
Airport	
Department	
Contractor Details	
Contractor Name	
Representative	
Contact details	
Task Instruction	
You are hereby instructed to carry out the following maintenance works under the terms and condition of the contract	
Contract Name	
Scope of work	
Location of work	
Work order No	
Duration & Completion	
Start date	
Completion date	
Cost & Payment	
This task order will be executed under the existing contract rates / agreed variation.	
Contractor to submit invoice with the following:	
1. Completed and signed work order	
2. Job Card/Delivery note	

Acceptance and Acknowledgement

Issued By (ACSA):

Name: _____

Designation: _____

Signature: _____

Date: _____

Accepted by (Contractor):

Name: _____

Designation: _____

Signature: _____

Date: _____